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Attorney for Plaintiff
CRISTINA MENDOZA

** Defendants and their respective counsel listed after the caption.*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRISTINA MENDOZA,

Plaintiff,

v.

CITY OF SAN JOSE, PACIFIC GAS &
ELECTRIC COMPANY, a California
registered domestic stock corporation,
HUDSON SKYPORT PLAZA, LLC, a
Delaware limited liability company,
HUDSON SKYPORT PLAZA LAND,
LLC, a Delaware limited liability
company, HUDSON PACIFIC
PROPERTIES, INC., a Maryland
corporation, SPIEKER PROPERTIES
LP, a California limited partnership, EOP
OPERTAING LIMITED
PARTNERSHIP, LP, a Delaware limited
partnership CA – SKYPORT I LIMITED
PARTNERSHIP, a Delaware limited
partnership; and DOES 1-100, Inclusive,

Defendants.

Case No. 5:17-cv-03579 SVK

Civil Rights

**CONSENT DECREE AND ~~[PROPOSED]~~
ORDER FOR INJUNCTIVE RELIEF
ONLY**

Action Filed: June 21, 2017

1. Plaintiff CRISTINA MENDOZA filed a Complaint in this action on October
4, 2017, to enforce provisions of the Americans with Disabilities Act of 1990 (“ADA”), 42

U.S.C. §§ 12101 *et seq.*, and California civil rights laws and to obtain recovery of damages for discriminatory experiences, denial of access, and denial of civil rights against Defendants CITY OF SAN JOSE, PACIFIC GAS & ELECTRIC COMPANY, a California registered domestic stock corporation, HUDSON SKYPORT PLAZA, LLC, a Delaware limited liability company, HUDSON SKYPORT PLAZA LAND, LLC, a Delaware limited liability company, HUDSON PACIFIC PROPERTIES, INC., a Maryland corporation, SPIEKER PROPERTIES LP, a California limited partnership, EOP OPERATING LIMITED PARTNERSHIP, LP, a Delaware limited partnership CA – SKYPORT I LIMITED PARTNERSHIP, a Delaware limited partnership (“Defendants”). Plaintiff has alleged that Defendants violated Titles II and III of the ADA; Section 504 of the Rehabilitation Act, sections 51, 52, 54, and 54.1, of the California Civil Code, and California Government Code sections 815.6, 835 and 4450 *et seq.*; California Health and Safety Code sections 19953 *et seq.*; and San Jose Municipal Code Section 14.16.2200 by failing to provide full and equal access to users of the facilities located at 50 and 90 Skyport Drive, 1600, 1650, 1700 Technology Drive, San Jose, California (the “Property”).

2. Plaintiff has agreed to dismiss Defendants CITY OF SAN JOSE, SPIEKER PROPERTIES LP, a California limited partnership, EOP OPERATING LIMITED PARTNERSHIP, LP, a Delaware limited partnership, CA – SKYPORT I LIMITED PARTNERSHIP, a Delaware limited partnership and they are not parties to this agreement. Likewise, Defendant PACIFIC GAS AND ELECTRIC is not a party to this agreement.

3. In order to avoid the costs, expense, and uncertainty of protracted litigation, on the issue of injunctive relief only, Plaintiff and Defendants HUDSON SKYPORT PLAZA, LLC, a Delaware limited liability company, HUDSON SKYPORT PLAZA LAND, LLC, a Delaware limited liability company, HUDSON PACIFIC PROPERTIES, INC., a Maryland corporation, (together sometimes the “Parties”) agree to entry of this Consent Decree and Order to resolve all claims regarding injunctive relief raised in the Complaint without the need for protracted litigation. Accordingly, the Parties agree to the entry of this Order without trial or further adjudication of any issues of fact or law concerning Plaintiff’s

claims for injunctive relief only and only as to the Defendants HUDSON SKYPORT PLAZA, LLC, a Delaware limited liability company, HUDSON SKYPORT PLAZA LAND, LLC, a Delaware limited liability company, HUDSON PACIFIC PROPERTIES, INC., a Maryland corporation (hereinafter the "Hudson Defendants"). Therefore, the "Parties" to this Consent Decree shall be Plaintiff and the Hudson Defendants only. The Hudson Defendants enter this Consent Decree, without admission of any legal or factual assertion set forth in Plaintiff's Complaint, and without prejudice to the Hudson Defendants' ability to contest the legal sufficiency or merits of any other allegations in Plaintiff's Complaint or of a complaint in any other proceeding.

JURISDICTION:

4. The Parties to this Consent Decree and Order agree that the Court has jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged violations of the ADA, 42 U.S.C. sections 12101 *et seq.* and pursuant to supplemental jurisdiction for alleged violations of California Civil Code sections 51, 54, and 54.1.

WHEREFORE, the Parties to this Consent Decree hereby agree and stipulate to the Court's entry of this Consent Decree and Order, which provide as follows:

SETTLEMENT OF INJUNCTIVE RELIEF:

5. This Order shall be a full, complete, and final disposition and settlement of Plaintiff's claims against the Hudson Defendants for injunctive relief only that have arisen out of the subject Complaint.

6. The Parties agree and stipulate that the corrective work will be performed in compliance with the standards and specifications for disabled access as set forth in the California Code of Regulations, Title 24-2, and Americans with Disabilities Act Standards for Accessible Design, unless other standards are specifically agreed to in this Consent Decree and Order.

a. **Remedial Measures and Administrative Procedures:** Except as

1 otherwise provided herein, the corrective work agreed upon by the
2 Parties to be performed at the Property is set forth in **Exhibit A**,
3 attached and incorporated herewith. The Hudson Defendants agree to
4 undertake all of the respective remedial measures and implement the
5 administrative procedures as set forth therein.

6 b. **Timing:** The Hudson Defendants will complete each item on the
7 **Exhibit A** on or before twenty-four (24) months from the entry of the
8 Consent Decree. In the event that unforeseen difficulties prevent the
9 Hudson Defendants from completing any of the agreed-upon
10 injunctive relief, said defendants or their counsel will notify Plaintiff's
11 counsel in writing within seven (7) days of discovering the delay.
12 Plaintiff will have thirty (30) days to investigate and meet and confer
13 with said defendants, and to approve the delay by stipulation or
14 otherwise respond to said defendants' notice. If the Parties cannot
15 reach agreement regarding the delay within that time period, either
16 party may seek relief from the Court.

17 c. The Hudson Defendants or defense counsel will notify Plaintiff's
18 counsel when the corrective work is completed, and, whether
19 completed or not, will provide a status update to Plaintiff's counsel no
20 later than 180 days from the entry of this Consent Decree and Order.

21 d. The Hudson Defendants or defense counsel will notify Plaintiff in
22 writing at the end of 180 days from the Parties' signing of this Consent
23 Decree and Order as to the current status of agreed-to injunctive relief,
24 and every 90 days thereafter until all corrective measures are
25 completed. If the Hudson Defendants fail to provide injunctive relief
26 on the agreed upon timetable and/or fail to provide timely written
27 status notification, the Parties shall meet and confer regarding the
28 timetable. If Plaintiff files a motion with the Court to obtain

1 compliance with these terms, Plaintiff reserves the right to seek
 2 additional attorney's fees for any compliance work necessitated by
 3 said defendants' failure to keep this agreement. If the Parties disagree,
 4 the Parties agree to participate in a Magistrate Judge-conducted
 5 Settlement Conference for the purposes of resolving the disputed fees.
 6 If the Settlement Conference fails to resolve the fee dispute, Plaintiff
 7 may seek relief via motion for an order directing said defendants to
 8 pay Plaintiff's counsel reasonably incurred fees.
 9

10 **NO RESOLUTION OF DAMAGES, ATTORNEYS' FEES, LITIGATION**

11 **EXPENSES, AND COSTS:**

12 7. This Consent Decree and proposed order is for injunctive relief only and does
 13 not cover, encompass or compromise Plaintiff's right to seek payment of damages, whether
 14 they be actual, statutory or punitive damages from all Defendants (other than those whom
 15 Plaintiff has dismissed) nor does it affect the rights of Plaintiff's counsel to seek
 16 reimbursement of attorneys' fees, costs and litigation expenses.
 17

18 **ENTIRE CONSENT DECREE AND ORDER:**

19 8. This Consent Decree and Order constitute the entire agreement between the
 20 signing Parties on the matters of injunctive relief and no other statement, promise, or
 21 agreement, either written or oral, made by any of the Parties or agents of any of the Parties
 22 that is not contained in this written Consent Decree and Order, shall be enforceable regarding
 23 the matters of injunctive relief described herein.
 24

25 **CONSENT DECREE AND ORDER BINDING ON PARTIES AND SUCCESSORS IN**
 26 **INTEREST:**

27 9. This Consent Decree and Order shall be binding on Plaintiff, the Hudson
 28 Defendants, and any successors-in-interest. Said defendants have a duty to so notify all such

1 successors-in-interest of the existence and terms of this Consent Decree and Order during the
2 period of the Court's jurisdiction of this Consent Decree and Order.

3 10. Except for all obligations required in this Consent Decree and Order each of
4 the Parties to this Consent Decree and Order, on behalf of each of their respective agents,
5 representatives, predecessors, successors, heirs, partners, and assigns, releases and forever
6 discharges each other Party and all officers, directors, shareholders, subsidiaries, joint
7 venturers, stockholders, partners, parent companies, employees, agents, attorneys, insurance
8 carriers, heirs, predecessors, and representatives of each other Party, from all claims,
9 demands, actions, and causes of action of whatever kind or nature, presently known or
10 unknown, arising out of or in any way connected with the lawsuit.

11
12 **RELEASE OF PLAINTIFF'S CLAIMS FOR INJUNCTIVE RELIEF ONLY:**

13
14 11. In consideration for the terms, covenants, conditions and promises contained
15 within this Consent Decree, and other valuable consideration, the receipt and sufficiency of
16 which the Parties expressly acknowledge, Plaintiff, and those acting on her behalf (including
17 attorneys, heirs, beneficiaries, executors, trustees, administrators, representatives, consultants,
18 contractors, successors, agents and assigns), shall forever release the Hudson Defendants from
19 any and all Claims for injunctive relief.

20 12. The term Claims as used anywhere in this Consent Decree shall refer to any and
21 all claims for injunctive relief occurring or for causes of action existing now or at any time prior
22 to the signing of this Consent Decree, including without limitation, the claims related to
23 injunctive relief contained within the filed Complaint in this lawsuit, claims for injunctive relief
24 or any acts or omissions, currently known or unknown, foreseeable or unforeseeable, alleged, or
25 which could have been alleged by Plaintiffs, in this or any court or administrative or
26 governmental proceeding, related to the Property, including, but not limited to, claims for
27 accessibility violations under the ADA or California law, claims of any nature relating to the
28 Property or claims regarding its policies, practices and procedures, (collectively "Claims").

1 13. Plaintiff expressly waives the rights provided under California Civil Code Section
2 1542 as to the Hudson Defendants with respect to Plaintiffs' claims for injunctive
3 relief, which states:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
5 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
6 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
7 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
8 OR HER SETTLEMENT WITH DEBTOR.

9 Plaintiffs' counsel has explained the significance and consequences of a California Civil
10 Code Section 1542 waiver to Plaintiff, and Plaintiffs understands the same and assume full
11 responsibility for, and risk of, any damages or losses caused by this waiver.
12

13 14. Except for all obligations required in this Consent Decree and Order each of
14 the Parties to this Consent Decree and Order, on behalf of each, their respective agents,
15 representatives, predecessors, successors, heirs, partners, and assigns, releases and forever
16 discharges each other Party and all officers, directors, shareholders, subsidiaries, joint
17 venturers, stockholders, partners, parent companies, employees, agents, attorneys, insurance
18 carriers, heirs, predecessors, and representatives of each other Party, from all claims,
19 demands, actions, and causes of action for injunctive relief, presently known or unknown,
20 arising out of or in any way connected with the lawsuit.
21

22 **TERM OF THE CONSENT DECREE AND ORDER:**

23 15. This Consent Decree and Order shall be in full force and effect for a period of
24 sixty (60) months after the date of entry of this Consent Decree and Order by the Court
25
26

27 **SEVERABILITY:**

28 16. If any term of this Consent Decree and Order is determined by any court to be

unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in full force and effect.

SIGNATORIES BIND PARTIES:

17. Signatories on the behalf of the Parties represent that they are authorized to bind the Parties to this Consent Decree and Order. This Consent Decree and Order may be signed in counterparts and a facsimile signature shall have the same force and effect as an original signature.

END OF PAGE.

SIGNATURES CONTINUE ON THE NEXT PAGE AND ORDER IS AT THE END OF THE DOCUMENT.

1 Dated: _____, 2018

PLAINTIFF CRISTINA MENDOZA

2
3 _____
4 CRISTINA MENDOZA

5 Dated: _____, 2018

HUDSON SKYPORT PLAZA, LLC

6 By: Kay Tidwell
7 Print name: KAY TIDWELL
8 Title: Executive Vice President, General Counsel of
Hudson Pacific Properties

9 Dated: _____, 2018

HUDSON SKYPORT PLAZA LAND, LLC

10 By: Kay Tidwell
11 Print name: KAY TIDWELL
12 Title: Executive Vice President, General Counsel of
Hudson Pacific Properties

13 Dated: _____, 2018

HUDSON PACIFIC PROPERTIES, INC.

14 By: Kay Tidwell
15 Print name: KAY TIDWELL
16 Title: Executive Vice President, General Counsel of
Hudson Pacific Properties

17 Approved as to form:

18 Dated: _____, 2018

DERBY, McGUINNESS & GOLDSMITH, LLP

19
20 _____
21 By: ANTHONY GOLDSMITH, ESQ.
22 STEVEN L. DERBY, ESQ
Attorneys for Plaintiff
CRISTINA MENDOZA

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 Dated: May 16, 2018

PLAINTIFF CRISTINA MENDOZA

2
3 
4 CRISTINA MENDOZA

5 Dated: _____, 2018

HUDSON SKYPORT PLAZA, LLC

6 By: _____
7 Print name: KAY TIDWELL
8 Title: Executive Vice President, General Counsel of
Hudson Pacific Properties

9 Dated: _____, 2018

HUDSON SKYPORT PLAZA LAND, LLC

10 By: _____
11 Print name: KAY TIDWELL
12 Title: Executive Vice President, General Counsel of
Hudson Pacific Properties

13 Dated: _____, 2018


HUDSON PACIFIC PROPERTIES, INC.

14 By: _____
15 Print name: KAY TIDWELL
16 Title: Executive Vice President, General Counsel of
Hudson Pacific Properties

17 Approved as to form:

18 Dated: _____, 2018

DERBY, McGUINNESS & GOLDSMITH, LLP

19
20 
21 By: ANTHONY GOLDSMITH, ESQ.
22 STEVEN L. DERBY, ESQ.
Attorneys for Plaintiff
CRISTINA MENDOZA

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 Dated: _____, 2018

PLAINTIFF CRISTINA MENDOZA

2
3 _____
4 CRISTINA MENDOZA

5 Dated: _____, 2018

HUDSON SKYPORT PLAZA, LLC

6 By: _____
7 Print name: _____
8 Title: _____

9 Dated: _____, 2018

HUDSON SKYPORT PLAZA LAND, LLC

10 By: _____
11 Print name: _____
12 Title: _____

13 Dated: _____, 2018

HUDSON PACIFIC PROPERTIES, INC.

14 By: _____
15 Print name: _____
16 Title: _____

17 Approved as to form:

18 Dated: May 31, 2018

DERBY, McGUINNESS & GOLDSMITH, LLP

19 _____/s/
20 By: STEVEN L. DERBY, ESQ
21 Attorneys for Plaintiff
22 CRISTINA MENDOZA

23 Dated: May 31, 2018

ROPER, MAJESKI, KOHN & BENTLEY

24 _____/s/
25 By: SPIROS E. FOUSEKIS, ESQ.
26 Attorneys for Defendants
27 HUDSON SKYPORT PLAZA, LLC, a Delaware
28 limited liability company, HUDSON SKYPORT
PLAZA LAND, LLC, a Delaware limited liability
company, HUDSON PACIFIC PROPERTIES,
INC., a Maryland corporation

1 Dated: _____, 2018


ROPER, MAJESKI, KOHN & BENTLEY

2
3
4 By: SPIROS E. FOUSEKIS, ESQ.
Attorneys for Defendants
5 HUDSON SKYPORT PLAZA, LLC, a Delaware
limited liability company, HUDSON SKYPORT
6 PLAZA LAND, LLC, a Delaware limited liability
company, HUDSON PACIFIC PROPERTIES,
7 INC., a Maryland corporation

8 **ORDER**

9 Pursuant to stipulation, and for good cause shown, IT IS SO ORDERED.

10
11 Dated: June 8, 2018

12 
13 Honorable Susan van Keulen
United States Magistrate Judge
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REMEDIATION CHART

Mendoza v. City of San Jose, PG&E, et al.

PROTECTED BY MEDIATION PRIVILEGE

ADDRESS: 90 Skyport Dr., San Jose, CA 95110

ITEM	DESCRIPTION	RESOLUTION
Accessible Parking (additional codes for Parking Facilities and Structures)		
11B-216.5.2.1 Signs intended for use by pedestrians within parking facilities, including directional or informational signs indicating parking sections or levels, shall comply with the following:		
10	Additional signs. Site Entrance Signage shall be provided within parking facilities containing accessible parking spaces	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Accessible Parking (General): Retail parking off Technology Dr. (73 stalls) - in front of #1600		
Parking Stall and Access Aisle Dimensions (measured from centerline of markings)		
32	Width of access aisles serving car and van parking spaces shall be 5' wide minimum and shall extend the full required length of the parking spaces they serve	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
35	Cross and direct slope of stall and access aisle to be 2% maximum. Changes in level are not permitted	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Accessible Parking (General): Off Technology Dr. In front of #1650		
Parking Stall and Access Aisle Dimensions (measured from centerline of markings)		
74	Cross and direct slope of stall and access aisle to be 2% maximum. Changes in level are not permitted	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
82	Sign must be reflectorized and no smaller than 70" sq.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Accessible Parking (General): In front of #1700		
Parking Stall and Access Aisle Dimensions (measured from centerline of markings)		
112	Cross and direct slope of stall and access aisle to be 2% maximum. Changes in level are not permitted	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Accessible Parking (General): 4/F parking garage with approximately 250 /F = 1000. 4/ = 1 van + 3 ADA. 3/F = 1 van + 4 ADA. 2/F = 1 van + 5 ADA. 1/F = 1 van + 5 ADA		
General Compliance		
139	Install 36" wide detectable warning at in between pedestrian areas and vehicular areas not separated by curbs, railings, or other elements	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
141	Detectable warning surfaces shall contrast with adjacent walking surfaces	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Signage		
156	Sign must be reflectorized and no smaller than 70" sq.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Accessible Route		
200	Within a site. At least one accessible route shall connect accessible buildings, accessible facilities, accessible elements, and accessible spaces that are on the same site.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
201	Spaces and elements. At least one accessible route shall connect accessible building or facility entrances with all accessible spaces and elements within the building or facility, including mezzanines, which are otherwise connected by a circulation path unless exempted by Section 11B-206.2.3 Exceptions 1 through 7 (Multi-story compliance)	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
205	Continuous surface: Walks and sidewalks shall have a continuous common surface, not interrupted by steps or abrupt changes in level exceeding 1/4", or 1/2" at 50% slope	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
208	Direct slope cannot exceed 5%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
210	Cross slope cannot exceed 2%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
217	Directional sign with ISA consisting of a white figure on a blue background must be placed along an accessible route indicating direction to nearest accessible entrances when the accessible route diverges from the regular circulation path.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.

REMEDIATION CHART		
Mendoza v. City of San Jose, PG&E, et al.		
PROTECTED BY MEDIATION PRIVILEGE		
ADDRESS: 90 Skyport Dr., San Jose, CA 95110		
ITEM	DESCRIPTION	RESOLUTION
222	Install 36" wide detectable warning at in between pedestrian areas and vehicular areas not separated by curbs, railings, or other elements	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
224	Detectable warning surfaces shall contrast with adjacent walking surfaces	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Accessible Route: Temporary route to city sidewalk		
231	Walk or sidewalk surface to be stable, firm, and slip resistant	The Hudson Defendants shall provide an accessible path of travel.
233	Continuous surface: Walks and sidewalks shall have a continuous common surface, not interrupted by steps or abrupt changes in level exceeding 1/4", or 1/2" at 50% slope	The Hudson Defendants shall provide an accessible path of travel.
237	Cross slope cannot exceed 2%	The Hudson Defendants shall provide an accessible path of travel.
239	Warning curbs. Abrupt changes in level exceeding 4" vertical located between walks, sidewalks or other pedestrian ways and adjacent surfaces shall be identified by warning curbs projecting at least 6" in height above the walk or sidewalk surface to warn the blind of a potential drop off	The Hudson Defendants shall provide an accessible path of travel.
240	Clear width of walks and sidewalks shall be 48" minimum	The Hudson Defendants shall provide an accessible path of travel.
243	Where the accessible route makes a 180 degree turn around an element which is less than 48" wide, clear width of route shall be 42" minimum approaching the turn, 48" minimum at the turn, and 42" minimum leaving the turn	The Hudson Defendants shall provide an accessible path of travel.
249	If walk or sidewalk has less than 60" clear width, accessible route shall provide a passing space at intervals not to exceed 200'. Passing spaces can either be a 60" x 60" minimum space, or a T-intersection extending 48" minimum beyond the intersection in all directions	The Hudson Defendants shall provide an accessible path of travel.
	Directional sign with ISA consisting of a white figure on a blue background must be placed along an accessible route indicating direction to nearest accessible entrances when the accessible route diverges from the regular circulation path.	The Hudson Defendants shall provide an accessible path of travel.
250	Overhanging obstructions. Any obstruction that overhangs a pedestrian's way shall be a minimum of 80" above walking surface. Guardrails or other barriers shall be provided where the vertical clearance is less than 80" and shall be located 27" maximum above the floor	The Hudson Defendants shall provide an accessible path of travel.
253	Security barriers. Security barriers, including but not limited to, security bollards and security check points, shall not obstruct a required accessible route or accessible means of egress.	The Hudson Defendants shall provide an accessible path of travel.
Curb Ramps and Blended Transition: At parking for #1600		
Common Requirements for perpendicular and parallel curb ramps and blended transitions		
258	Transition height at lip of curb ramp or blended transition cannot exceed 1/2" at 1:2 slope	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
262	Floor or ground surface of maneuvering space slope shall be firm and slip resistant	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
267	Landings shall be designed to prevent accumulation of water	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
270	Slope of adjoining gutters and road surfaces immediately adjacent to and within 24" of curb ramp cannot exceed 5%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Curb Ramps and Blended Transition: Main Entrance to #1600		
Common Requirements for perpendicular and parallel curb ramps and blended transitions		
295	Transition height at lip of curb ramp or blended transition cannot exceed 1/2" at 1:2 slope	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
305	Slope of adjoining gutters and road surfaces immediately adjacent to and within 24" of curb ramp cannot exceed 5%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Perpendicular curb ramps - additional requirements		
311	Direct slope of ramp cannot exceed 8.33%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Curb Ramps and Blended Transition: Along accessible route to & from #1600		
Perpendicular curb ramps - additional requirements		
344	Direct slope of ramp cannot exceed 8.33%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Curb Ramps and Blended Transition: @ parking for #1700		

REMEDIATION CHART

Mendoza v. City of San Jose, PG&E, et al.

PROTECTED BY MEDIATION PRIVILEGE

ADDRESS: 90 Skyport Dr., San Jose, CA 95110

ITEM	DESCRIPTION	RESOLUTION
Common Requirements for perpendicular and parallel curb ramps and blended transitions		
363	Transition height at lip of curb ramp or blended transition cannot exceed 1/2" at 1:2 slope	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Perpendicular curb ramps - additional requirements		
378	Direct slope of ramp cannot exceed 8.33%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Curb Ramps and Blended Transition: Near parking garage entrance & rear of #1700		
Common Requirements for perpendicular and parallel curb ramps and blended transitions		
405	Slope of adjoining gutters and road surfaces immediately adjacent to and within 24" of curb ramp cannot exceed 5%	The Hudson Defendants shall provide an accessible alternative path of travel with compliant signage to the accessible route.
407	Detectable warning: Curb ramps and blended transitions to have detectable warning contrasting visually with adjoining surfaces. The material used to provide contrast shall be an integral part of the walking surface.	The Hudson Defendants shall provide an accessible alternative path of travel with compliant signage to the accessible route.
408	Detectable warning: Curb ramps and blended transitions to have detectable warning that extends 36" in the direction of travel and full width of the ramp less 2" maximum on each side and excluding flared sides.	The Hudson Defendants shall provide an accessible alternative path of travel with compliant signage to the accessible route.
409	Detectable warnings to be placed within 6" - 8" nearest to the curb from the line marking the transition between curb and street	The Hudson Defendants shall provide an accessible alternative path of travel with compliant signage to the accessible route.
Perpendicular curb ramps - additional requirements		
411	Direct slope of ramp cannot exceed 8.33%	The Hudson Defendants shall provide an accessible alternative path of travel with compliant signage to the accessible route.
412	Slope of flared sides of curb ramp cannot exceed 10%	The Hudson Defendants shall provide an accessible alternative path of travel with compliant signage to the accessible route.
414	Level landing: Depth shall be 48" minimum at upper end of curb ramp over its full width and cannot exceed 2% slope in all directions	The Hudson Defendants shall provide an accessible alternative path of travel with compliant signage to the accessible route.
Curb Ramps and Blended Transition: At parking by retail strip - left side		
Common Requirements for perpendicular and parallel curb ramps and blended transitions		
431	Transition height at lip of curb ramp or blended transition cannot exceed 1/2" at 1:2 slope	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
433	Floor or ground surface of maneuvering space slope shall be firm and slip resistant	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
442	Detectable warning: Curb ramps and blended transitions to have detectable warning contrasting visually with adjoining surfaces. The material used to provide contrast shall be an integral part of the walking surface.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
443	Detectable warning: Curb ramps and blended transitions to have detectable warning that extends 36" in the direction of travel and full width of the ramp less 2" maximum on each side and excluding flared sides.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
444	Detectable warnings to be placed within 6" - 8" nearest to the curb from the line marking the transition between curb and street	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Perpendicular curb ramps - additional requirements		
446	Direct slope of ramp cannot exceed 8.33%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Curb Ramps and Blended Transition: From retail strip to fountain island		
Common Requirements for perpendicular and parallel curb ramps and blended transitions		
464	Transition height at lip of curb ramp or blended transition cannot exceed 1/2" at 1:2 slope	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
469	Curb ramp and flared sides shall not encroach on vehicular traffic lanes, parking spaces, or parking access aisles.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.

REMEDIATION CHART		
Mendoza v. City of San Jose, PG&E, et al.		
PROTECTED BY MEDIATION PRIVILEGE		
ADDRESS: 90 Skyport Dr., San Jose, CA 95110		
ITEM	DESCRIPTION	RESOLUTION
476	Detectable warning: Curb ramps and blended transitions to have detectable warning contrasting visually with adjoining surfaces. The material used to provide contrast shall be an integral part of the walking surface.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
477	Detectable warning: Curb ramps and blended transitions to have detectable warning that extends 36" in the direction of travel and full width of the ramp less 2" maximum on each side and excluding flared sides.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
478	Detectable warnings to be placed within 6" - 8" nearest to the curb from the line marking the transition between curb and street	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
	Perpendicular curb ramps - additional requirements	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
480	Direct slope of ramp cannot exceed 8.33%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
	Curb Ramps and Blended Transition: From street to fountain island (from retail strip)	
	Common Requirements for perpendicular and parallel curb ramps and blended transitions	
505	Landings shall be designed to prevent accumulation of water	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
509	Slope of adjoining gutters and road surfaces immediately adjacent to and within 24" of curb ramp cannot exceed 5%	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
512	Detectable warning: Curb ramps and blended transitions to have detectable warning that extends 36" in the direction of travel and full width of the ramp less 2" maximum on each side and excluding flared sides.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
513	Detectable warnings to be placed within 6" - 8" nearest to the curb from the line marking the transition between curb and street	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
	Curb Ramps and Blended Transition: At parking by retail strip - right side	
	Common Requirements for perpendicular and parallel curb ramps and blended transitions	
544	Detectable warning: Curb ramps and blended transitions to have detectable warning that extends 36" in the direction of travel and full width of the ramp less 2" maximum on each side and excluding flared sides.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
545	Detectable warnings to be placed within 6" - 8" nearest to the curb from the line marking the transition between curb and street	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
	Curb Ramps and Blended Transition: At north corner sidewalk by temporary city 'accessible route'	
	Common Requirements for perpendicular and parallel curb ramps and blended transitions	
565	Transition height at lip of curb ramp or blended transition cannot exceed 1/2" at 1:2 slope	The current remediation plan calls for an elimination of the need for an accessible path in this area.
574	Slope of adjoining gutters and road surfaces immediately adjacent to and within 24" of curb ramp cannot exceed 5%	The current remediation plan calls for an elimination of the need for an accessible path in this area.
576	Detectable warning: Curb ramps and blended transitions to have detectable warning contrasting visually with adjoining surfaces. The material used to provide contrast shall be an integral part of the walking surface.	The current remediation plan calls for an elimination of the need for an accessible path in this area.
577	Detectable warning: Curb ramps and blended transitions to have detectable warning that extends 36" in the direction of travel and full width of the ramp less 2" maximum on each side and excluding flared sides.	The current remediation plan calls for an elimination of the need for an accessible path in this area.
578	Detectable warnings to be placed within 6" - 8" nearest to the curb from the line marking the transition between curb and street	The current remediation plan calls for an elimination of the need for an accessible path in this area.
	Perpendicular curb ramps - additional requirements	
580	Direct slope of ramp cannot exceed 8.33%	The current remediation plan calls for an elimination of the need for an accessible path in this area.
	Slope of flared sides of curb ramp cannot exceed 10%	The current remediation plan calls for an elimination of the need for an accessible path in this area.
582	Level landing: Depth shall be 48" minimum at upper end of curb ramp over its full width and cannot exceed 2% slope in all directions	The current remediation plan calls for an elimination of the need for an accessible path in this area.

REMEDIATION CHART		
Mendoza v. City of San Jose, PG&E, et al.		
PROTECTED BY MEDIATION PRIVILEGE		
ADDRESS: 90 Skyport Dr., San Jose, CA 95110		
ITEM	DESCRIPTION	RESOLUTION
Curb Ramps and Blended Transition: Multiple curb ramps at Northwest parking lot off Technology Dr.		
Common Requirements for perpendicular and parallel curb ramps and blended transitions		
609	Detectable warning: Curb ramps and blended transitions to have detectable warning contrasting visually with adjoining surfaces. The material used to provide contrast shall be an integral part of the walking surface.	The current remediation plan calls for an elimination of the need for an accessible path in this area.
610	Detectable warning: Curb ramps and blended transitions to have detectable warning that extends 36" in the direction of travel and full width of the ramp less 2" maximum on each side and excluding flared sides.	The current remediation plan calls for an elimination of the need for an accessible path in this area.
611	Detectable warnings to be placed within 6" - 8" nearest to the curb from the line marking the transition between curb and street	The current remediation plan calls for an elimination of the need for an accessible path in this area.
Doorway (General): To & from parking garage		
Door Compliance		
636	If door has a closer, then sweep period shall be 5 seconds minimum from open position of 90 degrees to a point 12 degrees from the latch	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
638	Door not to exceed 5 lbs. opening force	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
644	Door threshold height cannot exceed 1/4", or 1/2" at 50% slope	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Elevator: North at parking garage		
Door		
687	Door shall stop and reopen automatically if door is obstructed by an object or a person, effective for 20 seconds minimum	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
690	Door shall remain open for 5 seconds minimum	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Elevator: Parking garage south		
Landing		
750	Braille shall also be placed below the star and shall translate to read "MAIN"	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
751	Raised star 2" in outer diameter shall be placed on left of floor designation characters at the main entry level. All points of star shall be of equal length.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
752	Raised characters and star shall be white on black background	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Door		
757	Door shall stop and reopen automatically if door is obstructed by an object or a person, effective for 20 seconds minimum	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
760	Door shall remain open for 5 seconds minimum	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Entrance Signs: Tenant spaces		
798	All building entrances that are accessible to and useable by persons with disabilities to be identified with at least one standard ISA sign consisting of a white figure on a blue background. Additional directional ISA signs, as required at non-accessible entrances, shall indicate the location of the nearest accessible entrance.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
799	When all entrances are not accessible, directional signs that indicate the location of the nearest accessible entrance provided at entrances that are not accessible. Characters on sign shall contrast with their background. Both characters and their background shall have a non-glare finish. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms. Characters shall have character height in compliance with table 11B-703.5.5	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Fixed / Built-In Seating and Dining Surfaces: Main Piazza		
801	General. 1 per 20 seating/standing spaces at dining surfaces or work surfaces for use by non-employees shall be accessible providing adequate knee and toe clearance and surface height.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.

REMEDIATION CHART		
Mendoza v. City of San Jose, PG&E, et al.		
PROTECTED BY MEDIATION PRIVILEGE		
ADDRESS: 90 Skyport Dr., San Jose, CA 95110		
ITEM	DESCRIPTION	RESOLUTION
803	Dispersion. Accessible dining surfaces shall be dispersed throughout the space or facility containing dining surfaces for each type of seating in a functional area.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
807	Toe Clearance. Space between the finish floor or ground and 9" shall be considered toe clearance. Toe clearance shall be located 19" - 25" depth from front edge of dining surface, have clear width of 30" minimum, depth of 6" minimum, and be free of equipment/obstructions. Clearance beyond 6" depth at 9" height shall not be considered for toe clearance	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
808	Knee Clearance. Space between 9" and 27" above the finish floor or ground shall be considered knee clearance and be permitted to reduce at a rate of 1" depth for each 6" height minimum. Depth of 19" minimum measured from front edge of dining surface towards the wall at height of 27" from floor is required	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
809	Knee Clearance. Knee clearance shall have width of 30" minimum, and be free of equipment/obstructions.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Fixed / Built-In Seating and Dining Surfaces: @ fountain court island between retail elements and #1600		
811	General. 1 per 20 seating/standing spaces at dining surfaces or work surfaces for use by non-employees shall be accessible providing adequate knee and toe clearance and surface height.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
813	Dispersion. Accessible dining surfaces shall be dispersed throughout the space or facility containing dining surfaces for each type of seating in a functional area.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
817	Toe Clearance. Space between the finish floor or ground and 9" shall be considered toe clearance. Toe clearance shall be located 19" - 25" depth from front edge of dining surface, have clear width of 30" minimum, depth of 6" minimum, and be free of equipment/obstructions. Clearance beyond 6" depth at 9" height shall not be considered for toe clearance	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
818	Knee Clearance. Space between 9" and 27" above the finish floor or ground shall be considered knee clearance and be permitted to reduce at a rate of 1" depth for each 6" height minimum. Depth of 19" minimum measured from front edge of dining surface towards the wall at height of 27" from floor is required	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
820	Knee Clearance. Knee clearance shall have width of 30" minimum, and be free of equipment/obstructions.	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Ramp: To and from #1650 & #1700		
Slope		
823	Direct slope shall be between 5% and 8.33%. Total maximum rise shall not exceed 30" between each landing and at each change of direction	The Hudson Defendants shall provide an alternative path with directional signage to the accessible route.
Landings		
831	Direct and cross slope of landings cannot exceed 2%	The Hudson Defendants shall provide an alternative path with directional signage to the accessible route.
840	Transition height at lip of curb ramp cannot exceed 1/4", or 1/2" at 50% slope	The Hudson Defendants shall provide an alternative path with directional signage to the accessible route.
Ramp: @ north west corner of the property by retail area and temporary city sidewalk route		
Slope		
853	Direct slope shall be between 5% and 8.33%. Total maximum rise shall not exceed 30" between each landing and at each change of direction	The current remediation plan calls for an elimination of the need for an accessible path in this area.
856	Cross slope cannot exceed 2%	The current remediation plan calls for an elimination of the need for an accessible path in this area.
Ramp run		
860	To prevent wheel entrapment, a continuous and uninterrupted wheel guide shall be provided 2" - 4" high along entire length of ramp	The current remediation plan calls for an elimination of the need for an accessible path in this area.
Landings		
863	Ramps shall have landings at top and bottom of each ramp run	The current remediation plan calls for an elimination of the need for an accessible path in this area.
865	Direct and cross slope of landings cannot exceed 2%	The current remediation plan calls for an elimination of the need for an accessible path in this area.

REMEDIATION CHART

Mendoza v. City of San Jose, PG&E, et al.

PROTECTED BY MEDIATION PRIVILEGE

ADDRESS: 90 Skyport Dr., San Jose, CA 95110

ITEM	DESCRIPTION	RESOLUTION
Handrails		
874	Handrails to be located both sides of the ramp and shall not rotate in their fittings. Inside handrails on switchback or dogleg ramps shall be continuous between flights or runs	The current remediation plan calls for an elimination of the need for an accessible path in this area.
876	Top grip surface of handrail shall be between 34" to 38" high and shall be at a consistent height	The current remediation plan calls for an elimination of the need for an accessible path in this area.
878	Handrail shall be continuous along their length and not be obstructed along their tops or sides	The current remediation plan calls for an elimination of the need for an accessible path in this area.
881	Grab bar diameter to be 1 1/4" - 2" (circular). Grab bars with non-circular cross sections shall have a perimeter dimension of 4" - 6 1/4" and a cross-section dimension of 2 1/2" maximum	The current remediation plan calls for an elimination of the need for an accessible path in this area.
883	Handrails to extend 12" past top and bottom of ramp. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run	The current remediation plan calls for an elimination of the need for an accessible path in this area.
Site Entrance Signage: Off Technology Dr. North entrance		
888	Sign shall clearly state with letters with a minimum height of 1": "Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or special license plates issued for persons with disabilities will be towed away at the owner's expense. Towed vehicles may be reclaimed at: ____ or by telephoning ____"	The Hudson Defendants will perform corrective work as stated in the Consent Decree.
Site Entrance Signage: Off Technology Dr. South entrance		
892	Sign shall clearly state with letters with a minimum height of 1": "Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or special license plates issued for persons with disabilities will be towed away at the owner's expense. Towed vehicles may be reclaimed at: ____ or by telephoning ____"	The Hudson Defendants will perform corrective work as stated in the Consent Decree.